

Project HB-983-903, ~~904 & -905~~
Tuthill Rd. at Gila River
& 51st Ave. & Scottsdale Rd.
~~at Salt River~~

INTERGOVERNMENTAL AGREEMENT

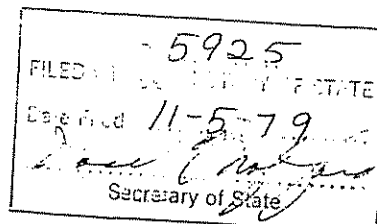
BETWEEN
THE STATE OF ARIZONA
AND
THE COUNTY OF MARICOPA

THIS AGREEMENT, entered into this 5th day of November, 1979, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the COUNTY OF MARICOPA, hereinafter called "COUNTY",

WHEREAS, STATE is charged by Arizona Laws 1979, Chapter 217 (H.B. 2457), Section 13, Subsection 8 to administer funds appropriated for the construction of bridges needed because of extensive flooding and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of STATE; and

WHEREAS, COUNTY was designated in said chapter and section to receive part of said funds for bridge sites hereinafter designated, and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of COUNTY; and

WHEREAS, both parties wish to set forth their respective responsibilities and the guide lines to fulfill the mandate of said chapter.



NOW, THEREFORE, the parties hereto covenant and agree as follows:

COUNTY SHALL:

1. Have the option of either using its own engineering staff to design the bridges hereinafter designated or to employ a consulting engineer or engineering firm to design them. If a consulting engineer or engineering firm is utilized State shall be advised of the firm selected and the starting date of the contract.
2. Design said bridges or cause them to be designed in accordance with the American Association of State Highway and Transportation Officials' bridge design standards and under the supervision of a registered professional engineer and shall so certify to State. The criteria to be used shall be that of the 50 year flood.
3. Call for bids and award a construction contract for each bridge to the successful bidder, and advise State as to the successful bidder.
4. Administer and oversee the construction contract, assuring that the bridges are built according to Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Edition of 1969 or Standard Specifications adopted by County or other approved construction standards.
5. Upon completion of construction of each, certify to State that the bridge was constructed under the supervision of a registered professional engineer and in accordance with the approved plans and specifications and that County has accepted each bridge. Thereafter County shall have the maintenance responsibility for said bridges.
6. Submit monthly billings to State's Local Government Section, Highways Division for payment of not more than 75% of the cost of construction, including the necessary incidentals of foundation, investigation, design, essential right of way acquisition, diking, site preparation and minimal bridge approach work required to utilize

the bridges. The bridge sites and the maximum amount for which State may be billed for each are as follows:

a. Tuthill Road over the Gila River, \$1,395,000.00, no more than \$250,000.00 of which may be expended in the fiscal year 1979-80.

b. 51st Avenue over the Salt River, \$1,670,000.00, no more than \$250,000.00 of which may be expended in the fiscal year 1979-80.

c. Scottsdale Road over the Salt River, \$2,000,000.00, no portion of which may be expended prior to fiscal year 1981-82.

7. Provide matching funds of at least 25% of the cost of each bridge. It is understood that should the above amounts not cover the entire 75% of the costs of each bridge, County shall pay any amount expended in excess of and in addition to the 25% set out herein in order to assure the completion of each bridge.

8. Assure that its accounting procedures are satisfactory for documentation of all costs related to the construction of each bridge shall make its accounting records available for audit by State agents or employees at all reasonable hours.

STATE SHALL:

1. Make payments only from the funds allocated by and according to the terms of said chapter and section of the above cited law.

2. Monitor expenditures and audit the accounting records of County to make certain that payments to County do not exceed the specified limitations. It is understood that any funds unexpended and unencumbered on July 1, 1982 shall revert to the State general fund.

9. This Agreement shall remain in force and effect until the work herein embraced has been completed in accordance with the terms of the Agreement or until earlier terminated by either STATE or COUNTY by thirty (30) days' written notice of that intent, except, however, the parties hereto shall retain any continuing obligations contemplated by the Agreement.

plated by this Agreement.

II. This Agreement shall become effective on the date of its being filed with the Secretary of State.

III. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that COUNTY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

IV. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor, pursuant to Arizona Revised Statutes, Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA

ARIZONA DEPARTMENT OF TRANSPORTATION

By

Title Chief Deputy State Engr.

MARICOPA COUNTY, ARIZONA

By

Title CHAIRMAN

OCT 15 1979

ATTEST:

Emma L. Cantwell

CLERK OF THE BOARD OF SUPERVISORS